

TOWN OF DAVIE
TOWN COUNCIL AGENDA REPORT

TO: Mayor and Councilmembers

FROM/PHONE: Joseph Montopoli, Fire Chief/EMC 954-797-1842

PREPARED BY: Julie Downey, Assistant Chief EMS 954-797-1189

SUBJECT: Resolution

AFFECTED DISTRICT: n/a

ITEM REQUEST: Schedule for Council Meeting

TITLE OF AGENDA ITEM: AGREEMENT - A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT UNDER ADDENDUM TO STATE EMS GRANT FUNDS FOR PARTICIPATING AGENCIES, ATTACHED HERETO AS EXHIBIT "H" ON A PROJECT APPLICATION FOR FIBER-OPTIC SCOPES FOR RAPID VISUALIZATION DURING INTUBATION UNDER THE AGREEMENT BETWEEN BROWARD COUNTY AND SHERIFF OF BROWARD COUNTY, FLORIDA FOR STATE EMS COUNTY GRANT FUNDING UNDER STATE CONTRACT 07-HSD-EMS-8148-01.

REPORT IN BRIEF: Davie Fire Rescue, as a Participating Agency, will be receiving 60 disposable fiber-optic view blades at no cost to the Town. The potentially life saving device will be for direct laryngoscopic tracheal intubation and all Davie Fire Rescue personnel will be trained in the use of the equipment. The device has shown a rapid learning curve and it is significantly easier to use and appears to be a superior tool for paramedics to acquire the skills of tracheal intubation.

PREVIOUS ACTIONS:

CONCURRENCES:

FISCAL IMPACT: not applicable

Has request been budgeted? n/a

RECOMMENDATION(S):

Attachment(s): Resolution, State EMS County Grant Funding Agreement, Exhibit “H”

RESOLUTION _____

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT UNDER ADDENDUM TO STATE EMS GRANT FUNDS FOR PARTICIPATING AGENCIES, ATTACHED HERETO AS EXHIBIT "H" ON A PROJECT APPLICATION FOR FIBER-OPTIC SCOPES FOR RAPID VISUALIZATION DURING INTUBATION UNDER THE AGREEMENT BETWEEN BROWARD COUNTY AND SHERIFF OF BROWARD COUNTY, FLORIDA FOR STATE EMS COUNTY GRANT FUNDING UNDER STATE CONTRACT 07-HSD-EMS-8148-01.

WHEREAS, Broward County and Sheriff of Broward County State EMS County Grant Funding will purchase fiber-optic blades at no cost to the Town; and

WHEREAS, Davie Fire Rescue, as a Participating Agency, will be receiving 60 disposable fiber-optic view blades; and

WHEREAS, this potentially life saving device will be used for direct laryngoscopic tracheal intubation by paramedics.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA.

SECTION 1. The Town Council authorizes the Mayor or designee to enter into an agreement with Broward County and Sheriff of Broward County under Addendum to State EMS County Grant Funding for Participating Agency, attached hereto as Exhibit "H".

SECTION 3. This resolution shall take effect immediately upon its passage and adoption

PASSED AND ADOPTED THIS ____ DAY OF _____, 2008

MAYOR/COUNCILMEMBER

ATTEST:

TOWN CLERK

APPROVED THIS ____ DAY OF _____, 2008

AGREEMENT

Between

BROWARD COUNTY

and

SHERIFF OF BROWARD COUNTY, FLORIDA

for

STATE EMS COUNTY GRANT FUNDING

Contract Number – 07-HSD-EMS-8148-01

AGREEMENT

Between

BROWARD COUNTY

and

SHERIFF OF BROWARD COUNTY, FLORIDA

for

STATE EMS COUNTY GRANT FUNDING

This is an Agreement, made and entered into by and between: BROWARD COUNTY, a political subdivision of the state of Florida, hereinafter referred to as "COUNTY,"

AND

SHERIFF OF BROWARD COUNTY, FLORIDA, hereinafter referred to as "SUB-GRANTEE."

WHEREAS, pursuant to Section 401.101, et. seq., Florida Statutes, and Section 10D-95.001, et. seq., Florida Administrative Code, as may be amended from time to time, COUNTY is the recipient of "Emergency Medical Services (EMS) County Grant Program" funds to be used for the improvement and expansion of pre-hospital emergency medical services in Broward County; and

WHEREAS, COUNTY has allocated a portion of the Fiscal Year 2007 "Emergency Medical Services County Grant Program" funds for the purpose(s) described herein and in Exhibit "D," Scope of Project, and EMS County Grant Application, DH Form 1684, June 2002), attached hereto and incorporated herein as Exhibit "C" in accordance with Section 401.291 Florida Statutes, as may be amended from time to time; and

WHEREAS, COUNTY and SUB-GRANTEE desire to enter into this Agreement to provide for the implementation of the Project; NOW, THEREFORE,

IN CONSIDERATION of the mutual terms, conditions, promises, covenants and payments hereinafter set forth, COUNTY and SUB-GRANTEE agree as follows:

ARTICLE 1

DEFINITIONS AND IDENTIFICATIONS

- 1.1 **Agreement** - means this document, Articles 1 through 14, inclusive. Other terms and conditions are included in the exhibits and documents that are expressly incorporated by reference.
- 1.2 **Board** - The Broward County Board of County Commissioners.
- 1.3 **Contract Administrator** - The Broward County Administrator, the Director of the Human Services Department, or designee. The primary responsibilities of the Contract Administrator are to coordinate and communicate with SUB-GRANTEE and to manage and supervise execution and completion of the Scope of Project and the terms and conditions of this Agreement as set forth herein. In the administration of this Agreement, as contrasted with matters of policy, all parties may rely on the instructions or determinations made by the Contract Administrator; provided, however, that such instructions and determinations do not change the Scope of Project.
- 1.4 **County Attorney** - The chief legal counsel for COUNTY who directs and supervises the Office of the County Attorney pursuant to Section 2.10 of the Broward County Charter.
- 1.5 **Application** - The EMS County Grant Application, DH Form 1684, June 2002 - State Department of Health County EMS Grant application as authorized by Chapter 401, Part II, F.S. to dispense grant funds (Exhibit "C").
- 1.6 **Project** - Shall refer to the activity submitted for funding through the Application, and identified in Exhibit "D."
- 1.7 **Duly Authorized Individual** - Individual identified as the Project Leader via the EMS County Grant Application, submitted to COUNTY for funding and incorporated herein by reference through ARTICLE 14, Section 14.14.
- 1.8 **Participating Agency** - Agency(ies) that join in SUB-GRANTEE's Application for the Project and sign the "ADDENDUM TO STATE EMS COUNTY GRANT FUNDING AGREEMENT FOR PARTICIPATING AGENCY," attached hereto and incorporated herein as Exhibit "H," when applicable.

ARTICLE 2

SCOPE OF PROJECT

- 2.1 SUB-GRANTEE shall perform the EMS grant Project described in Exhibit "D," Scope of Project, in a manner satisfactory to COUNTY, within the time period specified in Exhibit "D-1," under Project Schedule, and within the budget proposed in Exhibit "D-2," achieving Outcomes identified in Exhibit "D-3," and Exhibit "C," EMS County Grant Application DH Form 1684, June 2002, submitted to STATE for funding and incorporated fully by reference. The location of the Project is in Broward County, Florida.
- 2.2 The parties agree that the Scope of Project is a description of SUB-GRANTEE's obligations and responsibilities and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipments, and tasks, which are such an inseparable part of the work described, that exclusion would render performance by SUB-GRANTEE impractical, illogical, or unconscionable.

ARTICLE 3

TERM

The term of this Agreement shall commence on the date of complete execution by both parties ("Effective Date"), and continue through September 30, 2008 ("Initial Term"). This Agreement may be extended for up to two (2) one-year periods each (each individually referred to as an "Extension Period") at the sole option of COUNTY's Contract Administrator. Any such exercise of an option to extend the term of this Agreement for the respective Extension Period(s) shall be done in writing by COUNTY's Contract Administrator and furnished to SUB-GRANTEE prior to the expiration of the then current term using the notices procedures in the "NOTICES" section of this Agreement. The Initial Term and any Extension Period(s) shall be collectively referred to as "Agreement Term." If the Initial Term of this Agreement and/or any of the Extension Period of this Agreement goes beyond a single fiscal year of COUNTY, any continuation of this Agreement beyond the end of any such fiscal year shall be subject to the appropriation and availability of funds of COUNTY in accordance with Chapter 129, Florida Statutes, as amended from time to time.

ARTICLE 4

FUNDING AND METHOD OF PAYMENT

- 4.1 COUNTY shall provide funding to SUB-GRANTEE in an amount not to exceed Eight-five Thousand Nine Hundred Twenty Dollars (\$85,920) ("Funds") in the manner described below to complete the Project pursuant to this Agreement:

[] to SUB-GRANTEE on a reimbursement basis.

[] to the Vendor on behalf of SUB-GRANTEE.

- 4.2 COUNTY's obligation to disburse any of the funds to SUB-GRANTEE is predicated upon the availability and payment of funds in an equal amount provided by the State of Florida, Department of Health, Bureau of Emergency Medical Services under the Application. In the event these funds are not disbursed to COUNTY by the State of Florida, SUB-GRANTEE will be obligated to repay any funds disbursed by COUNTY under this Agreement in compliance with COUNTY's laws, rules, and regulations.
- 4.3 The Director of COUNTY's Human Services Department or designee has the authority, in his/her sole discretion, to make any adjustments to: (a) the Maximum Funds allocated under this Agreement; and (b) payment schedules, if any, throughout this Agreement's Term. Such authority and discretion are to be exercised for the purpose of maximizing expenditure of COUNTY funds. Such adjustments may be triggered by underutilization by SUB-GRANTEE; availability of funds; or any other reason in furtherance of the objectives of COUNTY's Human Services Department. Such adjustments may be made in writing and signed by the Director or the Director's designee on behalf of COUNTY notifying SUB-GRANTEE in writing of such adjustments (including corresponding revisions to Exhibit "D," Scope of Services, Exhibit "D-1," Project Schedule, and to Exhibit "D-2," under Project Budget) at least ten (10) calendar days prior to its effective date.
- 4.4 In the event funds are to be disbursed to SUB-GRANTEE on a reimbursement basis:
- A. The funds shall be disbursed to SUB-GRANTEE upon SUB-GRANTEE's presentation of paid receipts relative to the Project evidencing expenses incurred by SUB-GRANTEE during the term of this Agreement. The receipts shall be detailed and include the vendor's name and address.
 - B. All requests for payments submitted by SUB-GRANTEE shall be set forth on the Cost Reimbursement Invoice form, attached hereto as Exhibit "E." Cost Reimbursement Invoice forms shall be signed by SUB-GRANTEE's duly authorized individual.
 - C. All payments shall be made solely in the name of SUB-GRANTEE as the official payee. SUB-GRANTEE has provided the name, address, and federal identification number of the official payee to whom the funding reimbursement should be made which is as follows:

Sheriff of Broward County, Florida
John W. Curry, Director of Administration
2601 W. Broward Blvd
Fort Lauderdale, FL 33331
Telephone number: 954-831-8223

SUB-GRANTEE shall provide its federal identification number on a form provided by COUNTY's Contract Administrator at the time of SUB-GRANTEE's execution of this Agreement.

- 4.5 In the event funds are to be disbursed to the Vendor on behalf of SUB-GRANTEE:
- A. The funds shall be disbursed to the Vendor on behalf of SUB-GRANTEE upon SUB-GRANTEE's presentation of the Vendor's invoice(s) relative to the Project evidencing expenses that were expended during the term of this Agreement and that delivery of the item(s) to SUB-GRANTEE or Participating Agency, if applicable, has occurred. The invoice(s) shall be detailed and include the Vendor's name and address, product specifications, place of delivery and certification by SUB-GRANTEE or Participating Agency, if applicable, that it has received the commodity which is the subject of the Project.
 - B. All requests for payments submitted by SUB-GRANTEE shall be set forth on the Cost Request Invoice form, attached as Exhibit "E." Cost Request Invoice forms shall be signed by a duly authorized individual of SUB-GRANTEE.
- 4.6 In the event SUB-GRANTEE initially elects to have payments made directly to the Vendor on behalf of SUB-GRANTEE as provided for in Section 4.1 above, SUB-GRANTEE shall have the right to notify COUNTY in writing that it desires to convert to a reimbursement contract as described above in Section 4.1 without the necessity of a formal amendment being executed. SUB-GRANTEE acknowledges that its ability to convert the method of funding is a one time election and the SUB-GRANTEE will not be permitted to convert back. This election shall be made in writing to the Contract Administrator.
- 4.7 SUB-GRANTEE shall use the funds solely for the purposes discussed above and as referenced in the Application (Exhibit "C") and Exhibit(s) "D," "D-1," and "D-2." SUB-GRANTEE, where Participating Agency does not take title, shall not sell or otherwise dispose of property ("Property") acquired with respect to the Project prior to the end of the useful life of said Property. SUB-GRANTEE, where Participating Agency does not take title, may elect to sell or dispose of the Property prior to the end of its useful life only with the prior written consent of COUNTY; however, SUB-GRANTEE shall be required to refund to COUNTY any

and all funds provided to SUB-GRANTEE, or Participating Agency, if applicable, for the purposes discussed herein prior to such sale or other disposition of the Property. COUNTY has the right but not the obligation to require SUB-GRANTEE, or Participating Agency, if applicable, to transfer to COUNTY the Property purchased with funds under this Agreement in lieu of SUB-GRANTEE paying back COUNTY any funds required as provided for in this section. SUB-GRANTEE may not transfer, sell, or in any way have delivered any Property to a Participating Agency who has not fully and properly executed an Addendum to State EMS County Grant Funding for Participating Agency, as described in Section 1.8 above.

- 4.8 Failure of SUB-GRANTEE to provide in a timely manner any required reports or documentation as required in the Agreement (Exhibit "G," Required Reports and Submission Dates), or any misuse of funds provided, shall be deemed a breach of this Agreement and shall require SUB-GRANTEE to return all unexpended funds to COUNTY. SUB-GRANTEE shall additionally be responsible for reimbursing COUNTY for any and all funds spent by SUB-GRANTEE in violation of this Agreement.
- 4.9 Ownership of any and all Property purchased by or on behalf of SUB-GRANTEE pursuant to this Agreement shall be by SUB-GRANTEE, unless otherwise described herein. SUB-GRANTEE, for Property that Participating Agency does not take title, shall be responsible for obtaining the proper insurance, licensing, permitting and for maintaining said Property. SUB-GRANTEE shall maintain and operate the Property through the useful life of same and make it available for loan to other fire rescue agencies upon request and availability. When any Property that Participating Agency does not take title, funded by this Agreement is no longer usable, it may be sold for scrap or disposed of in the customary procedure of SUB-GRANTEE.
- 4.10 SUB-GRANTEE may submit proper invoices monthly. SUB-GRANTEE shall submit the final proper invoice no later than thirty (30) calendar days after the ending date of the term of this Agreement. COUNTY shall pay SUB-GRANTEE or Vendor, as applicable, within thirty (30) calendar days of receipt of the proper invoice for reimbursement or payment of expenditures, as provided for above, in accordance with COUNTY's Prompt Payment Ordinance (Sec. 1-51.6, Broward County Code, as may be amended from time to time).

ARTICLE 5

MONITORING AND REQUIRED REPORTS/FINANCIAL STATEMENTS

- 5.1 SUB-GRANTEE is subject to and shall comply with any and all requirements contained in State law, and in the agreement between the State and COUNTY regarding these grant funds, including the terms and conditions of the Application, incorporated herein by reference.
- 5.2 SUB-GRANTEE shall, to the extent permitted by law, maintain and make available within ten (10) calendar days of the request for inspection and audit by COUNTY officials, all books, reports, documentation and records of any kind of nature required by COUNTY or the State of Florida regarding this project for the useful life of any Property acquired with respect to the Project, including program activities, pursuant to time frames set out by COUNTY or the State of Florida.
- 5.3 SUB-GRANTEE shall file a financial report, signed by the duly authorized individual, identified as Exhibit "F," EMS County Grant Expenditure Report, no later than thirty (30) calendar days after the end of this Agreement. This report shall disclose funds expended by SUB-GRANTEE for the categories set forth in the line item budget, with copies of supporting documentation showing purposes and payments of invoices from SUB-GRANTEE's Purchasing and Accounting Departments.
- 5.4 SUB-GRANTEE shall assign appropriate staff as necessary to attend periodic meetings with COUNTY, as requested by COUNTY, to assess the Project status.
- 5.5 SUB-GRANTEE understands and agrees that monitoring reports generated periodically by designated COUNTY staff shall be considered as a factor in evaluating future funding requests from SUB-GRANTEE.
- 5.6 COUNTY shall have the right to audit the books, records, and accounts of SUB-GRANTEE that are related to this Project for the for a period of six (6) years from the conclusion of the State of Florida audit period as defined by the State during which the Project occurred, of any Property acquired with respect to the Project. SUB-GRANTEE shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Project.
- 5.7 Failure by SUB-GRANTEE, or Participating Agency, if applicable, to timely provide any required reports or documentation, as required by COUNTY, shall be deemed a breach of this Agreement by SUB-GRANTEE, or Participating Agency, if applicable.
- 5.8 The provisions of this Article 5 shall survive the expiration or earlier termination of this Agreement.

ARTICLE 6

EQUAL OPPORTUNITY EMPLOYMENT COMPLIANCE

- 6.1 SUB-GRANTEE shall not make any decisions regarding eligibility of services based upon or in consideration of race, age, religion, color, gender, national origin, marital status, sexual orientation, political affiliations, physical or mental disability of other factors which cannot be lawfully or appropriately used as a basis for service delivery.
- 6.2 SUB-GRANTEE shall comply with Title I and Title II of the Americans with Disabilities Act of 1990 regarding nondiscrimination on the basis of disability in employment and in state and local government services, in the course of providing any services funded in whole or in part by COUNTY.
- 6.3 SUB-GRANTEE shall not engage in or commit any discriminatory practice in violation of the Broward County Human Rights Act (Broward County Code, Chapter 16½, as may be amended from time to time) in performing any services under this Agreement.

ARTICLE 7

LIABILITY

SUB-GRANTEE is a state agency, public body politic or political subdivision of the State of Florida, as defined in Chapter 768.28, Florida Statutes, as amended from time to time, and agrees to be fully responsible for its acts of negligence, or its agents' acts of negligence when acting within the scope of their employment or agency, and agrees to be liable for any damages resulting from said negligence. Nothing herein is intended to serve as a waiver of sovereign immunity by any SUB-GRANTEE to which sovereign immunity may be applicable. Nothing herein shall be construed as consent by a state agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract or under this Agreement.

ARTICLE 8

INSURANCE

SUB-GRANTEE is a state agency, public body politic or political subdivision of the State of Florida, as defined by Section 768.28, Florida Statutes, as amended from time to time, SUB-GRANTEE shall furnish to the Human Services Repository, Program Development, Research and Evaluation Division a total of three (3) copies of written verification of liability protection in accordance with Section 768.28, Florida Statutes, as amended from time to time, prior to final execution of this Agreement. Additionally, if SUB-GRANTEE elects to purchase any additional liability coverage including excess

liability coverage, SUB-GRANTEE agrees that the Broward County Board of County Commissioners will be listed as the certificate holder and included as an additional named insured on the certificate.

ARTICLE 9

TERMINATION OF AGREEMENT

- 9.1 This Agreement may be terminated for cause by action of the Board or by SUB-GRANTEE if the party in breach has not corrected the breach within thirty (30) calendar days after written notice from the aggrieved party identifying the breach. This Agreement may also be terminated for convenience at any time by the Director of Human Services Department upon not less than ninety (90) calendar days' prior written notice by the Director. This Agreement may also be terminated by the Director of Human Services Department upon such notice as the Director deems appropriate under the circumstances in the event the Director determines that termination is necessary to protect the public health, safety, or welfare.
- 9.2 In the event COUNTY terminates this Agreement for cause, which includes noncompliance with the terms and conditions of the Application, SUB-GRANTEE shall be required to repay COUNTY in full all funds disbursed to SUB-GRANTEE prior to the date of termination. Failure to comply with these terms and conditions shall result in COUNTY declaring SUB-GRANTEE ineligible for further participation in the EMS Grant Program until such time as SUB-GRANTEE complies therewith.
- 9.3 In the event COUNTY terminates this Agreement for convenience, any compensation paid to SUB-GRANTEE for services under this Agreement prior to the notice of termination can be retained by SUB-GRANTEE for the purposes specified herein. In the event SUB-GRANTEE terminates this Agreement for convenience, any compensation paid by COUNTY to SUB-GRANTEE under this Agreement prior to the notice of termination shall be refunded in full to COUNTY.
- 9.4 Notice of termination shall be provided in accordance with the NOTICES section of this Agreement, except that notice of termination by COUNTY's Contract Administrator which the Contract Administrator deems necessary to protect the public health, safety, or welfare may be verbal notice which shall be promptly confirmed in writing in accordance with the NOTICES section of this Agreement.

ARTICLE 10

REPRESENTATIONS AND ACKNOWLEDGEMENTS

SUB-GRANTEE acknowledges that all services provided under this Agreement, and pursuant to the Project, shall be by and through employees and agents of SUB-GRANTEE as an independent contractor, and subject to the supervision by SUB-GRANTEE and not as officers, employees or agents of COUNTY. This Agreement shall not constitute or make the parties a partnership or joint venture. Personnel policy, tax responsibilities, social security, health insurance, employee benefits, travel, per diem policy, purchasing policies and any other similar administrative procedures applicable to services rendered under this Agreement shall be those of the respective party.

ARTICLE 11

NOTICES

Whenever any party desire to give notice unto the other, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, COUNTY and SUB-GRANTEE designate the following as the respective places for given of notice, to-wit:

FOR COUNTY:

Marlene A. Wilson, Director
Human Services Department
115 South Andrews Avenue, Room 433
Fort Lauderdale, Florida 33301

FOR SUB-GRANTEE:

Sheriff of Broward County, Florida
John W. Curry, Director of Administration
2601 W. Broward Blvd
Fort Lauderdale, FL 33331

ARTICLE 12

DESIGNATED REPRESENTATIVE

COUNTY's Contract Administrator for this Agreement is the Director of COUNTY's Human Services Department or the Director's designee. The duly authorized individual of SUB-GRANTEE responsible for the administration of the Project under this Agreement, including submitting invoices to COUNTY is Wayne Alexander, Grants Coordinator, Broward Sheriff's Office.

ARTICLE 13

FINANCIAL STATEMENTS/MANAGEMENT LETTERS

- 13.1 SUB-GRANTEE shall provide the Human Services Repository, Program Development, Research and Evaluation Division with a total of three (3) copies of a special report by an independent Certified Public Accountant, or by the SUB-GRANTEE's internal auditor on the elements specified in Section 12.3 below.

In addition, in the event SUB-GRANTEE expends a total amount of State Financial Assistance equal to, or in excess of Five Hundred Thousand Dollars (\$500,000.00) in any fiscal year of such SUB-GRANTEE, SUB-GRANTEE shall have a state single audit or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes, as amended from time to time, applicable rules of the Executive Office of the Governor, Rules of the Comptroller, and Chapter 10.600, rules of the Auditor General, as amended from time to time. In determining the State Financial Assistance expended in its fiscal year, SUB-GRANTEE shall consider all sources of State Financial Assistance, including State Financial Assistance received from COUNTY, except that State Financial Assistance received for federal financial assistance and state matching requirements shall be excluded from consideration.

In the event SUB-GRANTEE meets the requirements for compliance with the Florida Single Audit Act, as amended from time to time, SUB-GRANTEE shall also prepare the state financial reporting package containing the following: 1) Schedule of State Financial Assistance, 2) Auditor's Report, 3) management letter, 4) SUB-GRANTEE's written response or corrective action plan, 5) correspondence on follow-up of previous year's corrective action taken, and 6) such other information as may be determined by the Auditor General to be necessary and consistent with Section 215.97, Florida Statutes, as amended from time to time.

The Schedule of State Financial Assistance shall state whether the State Financial Assistance shown on the schedule is presented fairly in all material

respects in relation to the non-state SUB-GRANTEE's financial statements taken as a whole.

SUB-GRANTEE agrees, as a condition to receiving State Financial Assistance, it shall allow the state awarding agency, the comptroller, and the Auditor General access to the independent auditor's working papers as necessary for complying with the requirements of Section 215.97, Florida Statutes, as amended from time to time.

- 13.2 If the special report is prepared by an independent Certified Public Accountant, it shall be in accordance with Section 623 of the Codification of Statements on auditing Standards as promulgated by the American Institute of Certified Public Accountants. If the special report is prepared by an internal auditor, it shall be in accordance with those sections as the status of the internal auditor permits, realizing that the internal auditor may not issue the opinions required therein.
- 13.3 The special report shall show all revenues by source and all expenditures in accordance with this Agreement. The report shall include an opinion (finding, in the case of an internal auditor) as to whether the funds received under the applicable grant agreement with COUNTY have been expended in accordance with this Agreement. It shall specifically disclose the interest computed as earned on these funds. It shall identify the total of noncompliant expenditures and interest earned as due back to COUNTY.
- 13.4 SUB-GRANTEE agrees to reimburse COUNTY for any and all funds not used in compliance with this Agreement by SUB-GRANTEE.
- 13.5 The reporting period for the financial disclosure information described in Sections 13.1 and 13.2 above shall be SUB-GRANTEE's fiscal year. Three (3) copies of this information shall be filed with Contract Administrator within one hundred twenty (120) calendar days after the close of each of SUB-GRANTEE's fiscal years in which SUB-GRANTEE accounts for funds under this Agreement or with any other agreements that SUB-GRANTEE has with COUNTY.

Copies of the State Financial Assistance reporting package required by Section 215.97, Florida Statutes, as amended from time to time, shall be submitted to the Human Services Repository, Program Development, Research and Evaluation Division, to the state awarding agency and to the State of Florida Auditor General, Room 574, Claude Pepper Building, 111 West Madison Street, Tallahassee, Florida 32302-1450.

- 13.6 Late submission of the special report or any other documents required herein shall result in suspension of payment under this and subsequent Agreements until the report is received and accepted by COUNTY, and shall be a factor in evaluating future funding requests. Suspension of payment shall not excuse

SUB-GRANTEE from continued delivery of services, although COUNTY will not accept invoices until such report is received and accepted by COUNTY.

- 13.7 SUB-GRANTEE shall provide to the Human Services Repository, Program Development, Research and Evaluation Division a total of three (3) copies of any compliance audits required by law within forty-five (45) calendar days of receipt and a copy of the response within forty-five (45) calendar days of the date prepared.
- 13.8 SUB-GRANTEE shall provide to the Human Services Repository, Program Development, Research and Evaluation Division a total of three (3) copies of any and all management letters arising from audited financial statements within one hundred twenty days (120) calendar days of the close of SUB-GRANTEE's fiscal year.
- 13.9 SUB-GRANTEE shall provide to the Human Services Repository, Program Development, Research and Evaluation Division a total of three (3) copies of the schedule of corrections developed in response to said management letter(s) within forty-five (45) calendar days of development.
- 13.10 SUB-GRANTEE shall provide to the Human Services Repository, Program Development, Research and Evaluation Division a total of three (3) copies of any compliance audits required by law within forty-five (45) calendar days of receipt and a copy of the response within forty-five (45) calendar days of the date prepared.

ARTICLE 14

MISCELLANEOUS PROVISIONS

- 14.1 Performance. SUB-GRANTEE represents that all persons performing the services required under this Agreement have the knowledge and skills, either by training, experience, education, or combination thereof, to adequately and competently perform the duties, obligations and services set forth in the scope of services.
- 14.2 Materiality and Waiver of Breach. COUNTY and SUB-GRANTEE agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof.

Either party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. No waiver of any provision of this Agreement shall be effective unless it is in writing, signed by the designated the Contract Administrator for the party against whom it is asserted and any such written waiver shall only be applicable to the specific

instance to which it relates and shall not be deemed a continuing or future waiver.

- 14.3 Governing Law and Venue. This Agreement shall be governed, construed and controlled according to the laws of the State of Florida. Venue for any claim, objection or dispute arising out of the terms of this Agreement shall be Broward County. To encourage prompt and equitable resolution of any litigation that may arise hereunder, each party hereby waives any rights it may have to a trial by jury of any such litigation.
- 14.4 Merger. This document incorporates and includes all prior negotiations, correspondences, conversations, agreements or understandings applicable to the matters contained herein; and the parties agree that there are not commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.
- 14.5 Amendments. COUNTY and SUB-GRANTEE agree that no modification, alternation or amendment in the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith SUB-GRANTEE and the Board of County Commissioners (except as otherwise stated herein). However, the County Administrator for COUNTY may execute amendments containing modification(s), amendment(s), or alteration(s) to the terms and conditions of this Agreement where there is a change to Exhibit "D," Scope of Services, Exhibit "D-1," Project Schedule, Exhibit "D-2," Project Budget, and/or Article 4, "FUNDING AND METHOD OF PAYMENT," to reduce the Contract Amount, or to change Exhibit "D-3," Outcomes. Subject to the Contract Administrator obtaining the prior review and written approval of the Director of Human Services Department, the County Administrator may also execute amendments which contain other modifications, amendments or alterations to Exhibit "D," Scope of Services, Exhibit "D-1," Project Schedule, Exhibit "D-2," Project Budget, and Exhibit "D-3," Outcomes, other than those stated in this section herein and/or to any other exhibits attached to this Agreement.
- 14.6 Joint Preparation. The preparation of this Agreement has been a joint effort of the parties and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the others.
- 14.7 Audit Right and Retention of Records. COUNTY shall have the right to audit the books, records, and accounts of SUB-GRANTEE related to the Projects. SUB-GRANTEE shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Project.

SUB-GRANTEE shall preserve and make available, at reasonable times for examination and audit by COUNTY, all financial records, supporting documents, statistical records, and any other documents pertinent to the Agreement for the require retention period of the Florida Public Records Act (Chapter 119, Fla. Statutes, as may be amended from time to time), if applicable, for a minimum period of five (5) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or five (5) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by COUNTY to be applicable to SUB-GRANTEE's records, SUB-GRANTEE shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by SUB-GRANTEE. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for COUNTY's disallowance and recovery of any payment upon such entry.

SUB-GRANTEE agrees, as a condition to receiving State Financial Assistance, as defined in the Florida Single Audit Act, to allow the state awarding agency, the comptroller, and the Auditor General access to its records as required by Section 215.97, Florida Statutes, Florida Single Audit Act, as may be amended from time to time.

- 14.8 Severance. In the event this Agreement or a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless COUNTY or SUB-GRANTEE elects to terminate this Agreement. The election to terminate this Agreement based upon this provision shall be made within seven (7) days after the finding by the court becomes final.
- 14.9 Compliance with Laws. The parties shall comply with all federal, state and local laws, codes, ordinances, rules and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.
- 14.10 Priority of Provision. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 14 of this Agreement shall prevail and be given effect.
- 14.11 Survival. Either party's right to monitor, evaluate, enforce, indemnify and insure, audit and review, and any assurances and items of financial responsibility shall survive the expiration or earlier termination of this Agreement. Any provision of this Agreement which contains a restriction or requirement which extends beyond

the date of termination or expiration set forth herein shall survive termination or expiration of this Agreement and be enforceable.

- 14.12 Third Party Beneficiaries. Neither SUB-GRANTEE nor COUNTY intends to directly or substantially benefit a third party by this Agreement. Notwithstanding that exception, the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement. The parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or SUB-GRANTEE under this Agreement.
- 14.13 Assignment. Neither party to this Agreement shall assign this Agreement in whole or in part without the written consent of the other. However, this Agreement shall run to COUNTY or its successors.
- 14.14 Incorporation by Reference. The truth and accuracy of each "Whereas" clause set forth above is acknowledged by the parties. The attached exhibits and Addendum (where applicable) are incorporated into and made a part of this Agreement.

SUB-GRANTEE agrees to abide by all of the covenants and representations contained in the EMS County Grant Application submitted by SUB-GRANTEE upon which COUNTY relied and upon which this Agreement is based, and SUB-GRANTEE agrees that such covenants and representations in the EMS County Grant Application shall form, become a part of, and be incorporated by reference into this Agreement. If the EMS County Grant Application or any portion of such EMS County Grant Application conflicts with this Agreement, this Agreement shall control and govern the interpretation of any conditions and terms.

- 14.15. Multiple Originals. This Agreement may be fully executed in four (4) copies by all parties, each of which, bearing original signatures, shall have the force and effect of an original document.

(Remainder of page intentionally left blank)

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its County Administrator, authorized by Resolution #2007-681 to execute same by Board action on the 2nd day of October, 2007, and SHERIFF OF BROWARD COUNTY, FLORIDA, signing by and through its Director of Administration duly authorized to execute same.

COUNTY

WITNESSES:

BROWARD COUNTY, through its
County Administrator

Signature

By _____
Bertha Henry
Interim County Administrator

Print/Type Name Above

_____ day of _____, 20__.

Signature

Approved as to form by
Office of County Attorney
Broward County Florida
JEFFREY J. NEWTON, County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

Print/Type Name Above

Approved as to Insurance
Requirements by Risk Management
Division

By: _____
PATRICE M. EICHEN
Assistant County Attorney (Date)

By _____
Authorized Signature (Date)

Name/Title of Authorized Signature

**AGREEMENT BETWEEN BROWARD COUNTY AND SHERIFF OF BROWARD
COUNTY, FLORIDA**

SUB-GRANTEE

WITNESSES:

SHERIFF OF BROWARD COUNTY,
FLORIDA

By: _____
Signature

By: _____
Signature

By: _____
Print Name

John W. Curry, Director of Administration

____ day of _____, 20____.

By: _____
Signaturre

By: _____
Print Name

APPROVED AS TO FORM AND LEGAL CONTENT:

By: _____
Legal Counsel to Sheriff

EXHIBIT "A"

AUTHORIZED INVOICE SIGNATORS

NOT- APPLICABLE FOR GOVERNMENTAL ENTITIES

**ADDENDUM TO STATE EMS COUNTY GRANT FUNDING
FOR PARTICIPATING AGENCY**

The undersigned PARTICIPATING AGENCY has entered into this ADDENDUM TO STATE EMS COUNTY GRANT FUNDING AGREEMENT ("Addendum") and acknowledges that it has joined in with SUB-GRANTEE, Sheriff of Broward County, Florida, on a Project Application for Fiber-optic Scopes for Rapid Visualization during Intubation as part of the State EMS County Grant Funding. PARTICIPATING AGENCY acknowledges that, in order to be included as a PARTICIPATING AGENCY under the Agreement between COUNTY and SUB-GRANTEE for State EMS County Grant Funding ("Agreement") agrees to the following terms and conditions:

1. Property Covenants

- 1.1 PARTICIPATING AGENCY shall not sell or otherwise dispose of Property acquired with respect to the Project prior to the end of the useful life of said Property. PARTICIPATING AGENCY may elect to sell or dispose of the Property prior to the end of its useful life only with the prior written consent of COUNTY; however, PARTICIPATING AGENCY shall be required to refund to COUNTY any and all funds provided on behalf of PARTICIPATING AGENCY for the purposes discussed herein prior to such sale or other disposition of the Property. COUNTY has the right but not the obligation to require PARTICIPATING AGENCY to transfer to COUNTY the equipment purchased with funds under the Agreement, incorporated herein by reference, in lieu of PARTICIPATING AGENCY paying back COUNTY any funds required as provided for in this section.
- 1.2 Ownership of any and all equipment purchased on behalf of PARTICIPATING AGENCY pursuant to the Agreement shall be by PARTICIPATING AGENCY, unless otherwise described herein. PARTICIPATING AGENCY shall be responsible for obtaining the proper insurance, licensing, permitting and for maintaining said equipment. PARTICIPATING AGENCY shall maintain and operate the Property through the useful life of same and make it available for loan to other fire rescue agencies upon request. When any equipment funded by the Agreement is no longer usable, it may be sold for scrap or disposed of in the customary procedure of PARTICIPATING AGENCY.

2. MONITORING AND REQUIRED REPORTS/FINANCIAL STATEMENTS

- 2.1 PARTICIPATING AGENCY is subject to and shall comply with any and all requirements contained in State law, and in the agreement between the State and COUNTY regarding these grant funds, including the terms and conditions of the Application for funding, incorporated herein by reference.

- 2.2 PARTICIPATING AGENCY shall, to the extent permitted by law, maintain and make available within ten (10) calendar days of the request for inspection and audit by COUNTY officials, all books, reports, documentation and records of any kind of nature required by COUNTY or the State of Florida regarding this project for the useful life of any property acquired with respect to the Project, including program activities, pursuant to time frames set out by COUNTY or the State of Florida.
- 2.3 PARTICIPATING AGENCY shall assign appropriate staff as necessary to attend periodic meetings with COUNTY, as requested by COUNTY, to assess the Project status.
- 2.4 PARTICIPATING AGENCY understands and agrees that monitoring reports generated periodically by designated COUNTY staff shall be considered as a factor in evaluating future funding requests from PARTICIPATING AGENCY.
- 2.5 COUNTY shall have the right to audit the books, records, and accounts of PARTICIPATING AGENCY that are related to this Project for a period of six (6) years from the conclusion of the State of Florida audit period as defined by the State during which the Project occurred, of any property acquired with respect to the Project. PARTICIPATING AGENCY shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Project.
- 2.6 Failure by PARTICIPATING AGENCY to timely provide any required reports or documentation, as required by COUNTY, shall be deemed a breach of this Addendum by PARTICIPATING AGENCY.
- 2.7 The provisions of this Article 5 shall survive the expiration or earlier termination of this Addendum.

3. LIABILITY

PARTICIPATING AGENCY is a state agency, public body politic or political subdivision of the State of Florida, as defined in Chapter 768.28, Florida Statutes, as amended from time to time, and agrees to be fully responsible for its acts of negligence, or its agents' acts of negligence when acting within the scope of their employment or agency, and agrees to be liable for any damages resulting from said negligence. Nothing herein is intended to serve as a waiver of sovereign immunity by any PARTICIPATING AGENCY to which sovereign immunity may be applicable. Nothing herein shall be construed as consent by a state agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract or under this Addendum.

4. INSURANCE

PARTICIPATING AGENCY is a state agency, public body politic or political subdivision of the State of Florida, as defined by Section 768.28, Florida Statutes, as amended from time to time. PARTICIPATING AGENCY shall furnish to the Human Services Repository, Program Development, Research and Evaluation Division a total of three (3) copies of written verification of liability protection in accordance with Section 768.28, Florida Statutes, as amended from time to time, prior to final execution of this Addendum. Additionally, if PARTICIPATING AGENCY elects to purchase any additional liability coverage including excess liability coverage, PARTICIPATING AGENCY agrees that the Broward County Board of County Commissioners will be listed as the certificate holder and included as an additional named insured on the certificate.

5. INCORPORATION BY REFERENCE

PARTICIPATING AGENCY agrees to abide by all of the terms and conditions contained in Article 14 and Exhibit "D," Scope of Project, Exhibit "D-1," Project Schedule, Exhibit "D-2, Budget," and Outcomes identified in Exhibit "D-3," of the Agreement. PARTICIPATING AGENCY agrees that such terms and conditions in the Agreement shall form, become a part of, and be incorporated by reference into this Addendum.

6. MULTIPLE ORIGINALS

This Addendum may be fully executed in two (2) or more copies by all parties, each of which, bearing original signatures, shall have the force and effect of an original document.

IN WITNESS WHEREOF, the parties hereto have made and executed this Addendum to State EMS County Grant Funding for Participating Agency on the respective dates under each signature: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its County Administrator, authorized to execute same by Board action on the _____ day of _____, 20____, and _____ as PARTICIPATING AGENCY, _____, signing by and through its _____ duly authorized to execute same.

COUNTY

WITNESSES:

BROWARD COUNTY, through its
County Administrator

Signature

By _____
County Administrator

Print/Type Name Above

_____ day of _____, 20____

Signature

Approved as to form by
Office of County Attorney
Broward County Florida
JEFFREY J. NEWTON, County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

Print/Type Name Above

Approved as to Insurance
Requirements by Risk Management
Division

By: _____
(Date)
PATRICE M. EICHEN
Assistant County Attorney

By _____
Authorized Signature (Date)

ADDENDUM TO STATE EMS COUNTY GRANT FUNDING FOR PARTICIPATING AGENCY

[Form of execution will depend on type of governmental entity]

PARTICIPATING AGENCY

WITNESS:

(Type or Print City Name)

Signature

(Authorized Signator)

Print name

(Type or Print Name of Signator)

Signature

_____ day of _____, 20 ____.

Print name

Approved As to Legal Form:

City Attorney

